



OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES CHALLENGE.

A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

1. **SPONSOR.** The Global MEPs Sweepstakes Challenge (“Sweepstakes Challenge”) is sponsored by Myzone Inc. (“Sponsor”), 311 S Wacker Dr, Suite 480, Chicago, Illinois 60606.
2. **ELIGIBILITY.** The Sweepstakes Challenge is only open to individuals who are aged eighteen (18) years or older on the date of entry (“Eligible Persons”). Employees of Myzone Inc. and its associated companies, as well as members of the immediate family (spouse, parents, siblings and children) and household members of each such employee or anyone else professionally connected with this Sweepstakes Challenge, are not eligible to participate. This Sweepstakes Challenge is not open to residents of Rhode Island and is void where prohibited by local or national laws. It is the responsibility of Eligible Persons to ensure that they are legally eligible to participate and accept the award.
3. **SWEEPSTAKES CHALLENGE PERIOD.** The Sweepstakes Challenge will run from 00:01 CST on 1 December 2021 until 23:59 CST on 31 December 2021 (“Closing Date”, the “Challenge Period”).
4. **CHALLENGE.** During the Challenge Period, an entry voucher (“Voucher”) will be awarded to non-AMOE Registered Entrants, being those that enter pursuant to paragraph 8(A), based on one Voucher for attaining 1300 MEPs. If participating in the Sweepstakes Challenge via AMOE, one Voucher will be awarded per application.
5. **LIMIT.** One Voucher per Registered Entrant awarded for earning 1300 MEPs. A maximum of 1 Voucher can be earned.
6. **AWARD.** Prizes totaling \$26,000 USD in value will be awarded as follows:
 - \$500 Cash Prize: 10 winners will each be awarded \$500.
 - \$500 Cash Donation: 10 winners will each be awarded \$500 to donate to a charity of their choice.
 - Myzone® MZ-Switch Belts: Ten free MZ-Switch devices will be awarded to the facility that each winner is a member of.**

** If any winner is not a member of a managed facility (such as a leisure facility or club, as determined by Myzone at its absolute and unconditional discretion by reference to the facility code used in connection each winners belt registration), Myzone reserves the absolute right to donate the 10 Myzone® belts to a charity of its choosing.

\$500 will be paid out electronically or via check to each individual winner, where applicable. \$500 will be paid out electronically or via check to each chosen charity, where applicable. Ten MZ-Switch belts will be mailed directly to each facility, where applicable. The actual retail value of 100 Myzone® MZ-Switch belts is equivalent to \$16,000USD. The winner shall be liable for any and all taxes incurred as a result of winning or accepting any award, including, without limitation, federal, state, county and local taxes. Sponsor will withhold taxes only as required by law. The winner agrees to indemnify and hold Sponsor and all related parties harmless from all liability for failure to file the required tax returns and failure to pay taxes due with respect to prizes, including penalties and interest.

7. **ODDS.** The odds of winning an award depend on the number of qualifying Registered Entrants during the Challenge Period.

8. **METHOD OF ENTRY.** There are two methods of entry:

(A) Eligible Persons who own a Myzone® fitness belt and are registered as a Myzone user will receive a prompt within the Myzone App to opt into the Sweepstakes Challenge. If they opt out or do not provide an answer to the prompt, they will not be entered into the challenge. The entrant must confirm they accept the Sweepstakes Challenge terms and conditions.

(B) Eligible Persons who do not own a Myzone® fitness belt, or who are not registered as a Myzone user, may enter the Sweepstakes Challenge through the Alternative Method of Entry described in Paragraph 9.

9. **ALTERNATIVE METHOD OF ENTRY (“AMOE”).** Eligible Persons who do not fall within the provisions of Paragraph 8(A) may enter during the Registration Period by mailing a 3” by 5” card, on which they have typed or legibly hand printed their name, email or mailing address, telephone number, and a statement that he or she wishes to participate in the GLOBAL MEPS SWEEPSTAKES CHALLENGE in a #10 envelope, postage prepaid, to Myzone 311 S Wacker Dr Suite 480, Chicago, IL 60606. No purchase (including purchase or registration of a Myzone® belt) is required to enter via this AMOE. The AMOE must be in a separate outer envelope. No copies or mechanically reproduced entries will be accepted.

Sponsor will send an email (or written confirmation) to each Eligible Person who submits an eligible AMOE, confirming such Eligible Person has been entered into the Sweepstake Challenge. No reply will be sent to non-Eligible Persons or to those with a non-compliant AMOE.

10. **POOL.** The winner will be drawn from the pool of Vouchers, earned during the Challenge Period by the persons entered into the Sweepstakes Challenge pursuant to Paragraphs 8(A) and 9. Such Persons are Registered Entrants. Vouchers for Registered Entrants who are registered pursuant to Paragraph 8(A) are earned via Myzone Effort Points (“MEPs”), associated with the use of their registered Myzone® belt. For full details of how to earn MEPS see: <https://www.myzone.org/blog/users/myzone-meps-breakdown-earn-points-and-rank-up>.

11. **REGISTRATION PERIOD.** The Registration Period will begin at 00.01 on 1 December 2021 and end at 23.59 on 31 December 2021. All times shall be based on Central Daylight Time.

12. **WINNERS AND NOTIFICATION.** The winners for the Sweepstakes Challenge will be selected via a random process and will be selected within 7 days of the Closing Date. For the purposes of clarity, the winners will be selected by random draw from among the Vouchers earned in respect of Eligible Entries received during Challenge Period. The winner will be notified by no later than 7 January 2022 by email.

The winners will be required to respond within 14 days of notification confirming their acceptance of the award and sign and return an Affidavit of Eligibility and Liability/Publicity Release. In the event a winner: i) does not respond to communications within 14 days of notification, ii) declines or does not redeem the award, iii) cannot be verified as eligible, as described below, or iv) fails to provide a signed Affidavit, Sponsor reserves the right to disqualify that winner and present the award to a reserve winner identified using the above process or failing that, present the award to a charity, at its sole discretion.

The winners will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release.

13. **WINNER.** Registered Entrants may obtain a copy of the results of the random draw by mailing a self-addressed, stamped envelope to Myzone 311 S Wacker Dr Suite 480, Chicago, IL 60606 by 31 December 2021. Such list will be maintained by Sponsor for a period of two years following the Closing Date. Residents of Vermont may omit return postage.

14. **GENERAL.** Entries which do not satisfy the requirements of these Official Rules in full will be disqualified and will be discarded. If it becomes apparent that a participant is using a system or process that is not consistent with the spirit of the challenge that person’s entries will be disqualified and any award will be void.

Sponsor may, at its sole discretion, disqualify entries deemed to be non-compliant with these Official Rules and reserves the right to refuse entry to or disqualify any entrant whose conduct may be unlawful or otherwise bring Sponsor into disrepute. Furthermore, if Sponsor so elects, prize winner may be required to submit to a confidential background check to confirm eligibility and to help ensure that the use of any such person in advertising or publicity will not bring Sponsor into disrepute, and Sponsor may disqualify such winner based on the results of the background check, at Sponsor’s election. In the event of such disqualification Sponsor may present the award to another entrant.

Sponsor's decision regarding any aspect of the challenge is final and binding and no correspondence will be entered into. This challenge is void where prohibited by law.

15. **LIMITATIONS OF LIABILITY.** Sponsor accepts no responsibility for failing to register Myzone users in the Sweepstakes Challenge or for late, incomplete, incorrectly processed, corrupted or misdirected entries.

If for any reason any aspect of this Sweepstakes Challenge is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or any cause beyond our control which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes Challenge, Sponsor may at its sole discretion cancel, terminate, modify or suspend the Sweepstakes Challenge, or invalidate any affected entries.

Sponsor will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense or damage which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Sweepstakes Challenge or accepting of the award, except for any liability which cannot be excluded by law (including personal injury, death and fraud) in which case that liability is limited to the minimum allowable by law.

By participating in this Sweepstakes Challenge, each participant is agreeing to be bound by these Official Rules (and the decision of Sponsor, which shall be final in all respects), and agrees to release Sponsor its directors, officers, employees and agents from, and indemnifying each of them against, any and all liability or any loss, damage or injury of any kind arising from or in connection with this Sweepstakes Challenge. Sponsor reserves the right to withdraw or suspend any Registered Entrant if there is any breach of these Official Rules.

16. **PROMOTION.** The winner shall, upon request, participate in reasonable promotional activity surrounding the winning of the award, for no further consideration, and they consent to the use of their name, likeness, voice, image, and biographical information, anywhere in the world, in any media now existing or hereafter developed, perpetually, in promotional material of Myzone Inc. which may include websites and social media.

The name and locality of the winner will be displayed on Sponsor's website (www.myzone.org), for which the winner provides their consent.

17. **REMINDER.** Myzone users are reminded that strenuous exercise can be dangerous for persons suffering from many medical conditions. You are urged to consult with a medical professional prior to beginning an exercise routine, including, without limitation, the Sweepstake Challenge.

If you are in any doubt (and in any event if you are pregnant, or receiving medical treatment or medication) you should refrain from taking any such exercise, including, without limitation, the Sweepstake Challenge, with or without your Myzone product, without first taking competent medical advice.

Your Myzone® belt is designed only as an aid to personal training/exercise. IT IS NOT A MEDICAL DEVICE. It cannot tell you what level of exercise is safe for you, or whether you are exerting yourself beyond your safe limits. It is your responsibility to check your own medical condition before undertaking any exercise, including, without limitation, the Sweepstake Challenge.

If chest pains or any other symptoms or discomfort are experienced when using the Myzone® belt, you should stop exercising immediately and seek medical attention.

Myzone personnel are not medically qualified, and do not give medical advice.

A person's entry into the Sweepstakes Challenge constitutes their acknowledgement that they have obtained all medical advice concerning their participation in the Sweepstakes Challenge they deem necessary.

The Myzone® belt must at all times be used in accordance with the Myzone product use and care instructions.

18. **REGISTERED ENTRANT'S PERSONAL INFORMATION.** Information collected from entrants is subject to Sponsor's Privacy Policy, which can be reviewed at <http://www.myzone.org/privacy>. Entrance into this Sweepstakes Challenge constitutes agreement to be bound by these policies.

GOVERNING LAW AND DISPUTES. Any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes Challenge or any prize awarded shall be resolved individually, without resort to any form

of class action, and exclusively under the laws of Illinois. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes Challenge, but in no event attorneys' fees; and under no circumstances will an applicant for entry or Registered Entrant be permitted to obtain awards for, and each hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages (other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes Challenge, shall be governed by, and construed in accordance with, the laws of the state of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

19. **INTERPRETATION.** It is Sponsor's intention that all provisions of these Official Rules be strictly enforced. In the event that one or more of the provisions set forth in these Official Rules protective of Sponsor are not fully enforceable under applicable Illinois law, such provisions shall be reduced in scope in such limited fashion so as to make such provisions enforceable under applicable Illinois law in such full and complete manner as possible.